

John Deere Dealer/Distributor Sign Agreement

United States Dealers and Distributors –
Ag & Turf, Construction & Forestry, and Power Systems

WHEREAS, Dealer is authorized to sell certain John Deere products and has requested installation of signage identifying Dealer's premises as a place of business where such products are sold; and has also requested, as specified in Exhibit A, installation of certain auxiliary signage which John Deere Shared Services, Inc. ("John Deere") offers as a part of John Deere's Dealer Identification Program;

THEREFORE, John Deere and Dealer, by signature to this document, agree that:

- Signage described in "Exhibit A" will be made available and installed by John Deere at the location to be specified in accordance with terms of this Agreement;
- Installed signage will be subject to all terms described in this Agreement;
- Any signage to be installed at said Dealership which involves the registered colors or marks of John Deere must be approved by John Deere prior to installation;

Costs relating to Dealer Identification signage will be the responsibility of the Dealer as defined within the terms of this Agreement. The Dealer will receive a quote from John Deere's Authorized Sign Manufacturer/Agent prior to installation of any Sign.

ARTICLE 1 – SELECTION AND LOCATION OF SIGNS

1.1 Signs Covered:

Exhibit A attached hereto sets forth the description, quantity and types of signs which the parties agree are suitable for Dealer's premises and such signs shall be subject to this Agreement ("Signs").

1.2 Sign Location:

1.2.1 The Signs described in Exhibit A shall be installed and located upon real estate in possession of and occupied by Dealer as stated on the cover page of this agreement. If dealer operates his business on property leased or owned by another party the cover page must be executed by such party.

1.2.2 Signs mounted on the outside of the Dealer's location either on the building or pole mounted shall be no closer than twenty-five (25) feet from any other signs on the premises.

ARTICLE 2 – INSTALLATION

2.1 New Signs:

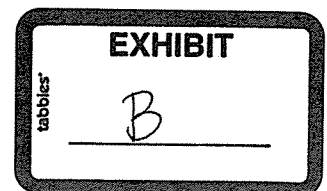
John Deere shall furnish and arrange for installation of Signs which are subject to this Agreement.

2.2 Electric Service:

Dealer shall arrange to have adequate electrical power available at the sign base at the time the illuminated Sign is to be installed. In connection therewith, Dealer shall furnish and install wiring of a type which can be connected to the wiring furnished with the Sign. If the power is not available at time of installation, Dealer shall be responsible for any extra charges assessed by John Deere to connect the power.

2.3 Subcontracting:

John Deere shall have the right to contract with third parties for the performance of John Deere's Installation obligation to install Signs under this Agreement. John Deere shall not be responsible for any delay incurred in installing Signs if installation is other than as scheduled.



ARTICLE 3 – OWNERSHIP OF SIGNS

3.1 Sign Ownership

The sign panels for Dealership Identification Signs are the property of John Deere. Installation costs including labor and material costs associated with installation, as well as freight, shall be paid by the Dealer. Such Dealer costs shall also cover reconditioning of an approved John Deere Sign obtained from a terminated Dealer or of an approved Sign taken from storage by John Deere.

Reconditioning of said Sign shall bring it up to display standards established by John Deere, and John Deere shall be responsible for selecting the contractor to perform the work. Upon completing installation of Signs covered by this Agreement, the Sign installer shall complete a Certificate of Completion to indicate work has been accepted by Dealer and John Deere. Upon receipt of the Certificate of Completion by John Deere, cost of Sign cabinet, pole(s) (where appropriate), installation, and freight will be billed directly to Dealer from the supplier. If the dealer fails to pay supplier within 45 days, the invoice amount plus an administration fee will be paid as a part of their next monthly settlement.

The Certificate of Completion shall be made a part of the records on Dealer's Signs maintained by John Deere.

3.2 Sign Cleaning and Illumination Maintenance Program:

Dealers must participate in the Sign Cleaning and Illumination Maintenance Program. The fee will be debited to the Dealer's account with John Deere once each year so long as this agreement between John Deere and Dealer remains in effect. See "Exhibit B" to determine which signs require annual maintenance.

The amount of the Sign Cleaning and Illumination Maintenance Program may be adjusted upon 90 days notice prior to annual billing. Visit the John Deere Dealer Sign website to determine which signs apply and the annual charge amount.

Once signs are installed, there shall be no abatement or reduction of the Sign Cleaning and Illumination Maintenance Program fee because of the fact that a Sign is damaged or inoperable.

In the event this Agreement is terminated, no portion of the Sign Cleaning and Illumination Maintenance Program fee shall be credited to the Dealer's account with John Deere.

3.3 Term of Agreement:

Commencing from the purchase date, this agreement shall be renewed automatically from year to year thereafter on the same terms and conditions, unless either party gives 60 days prior written notice to the other party that the Agreement will be terminated at the end of such 60-day period.

ARTICLE 4 – OPERATION, MAINTENANCE AND REPAIRS

4.1 Electrical Supply:

Dealer shall supply and pay for all electric current necessary to operate any illuminated sign. Dealer shall also install and maintain a photo cell or timer for Dealer Signs to properly manage sign illumination.

4.2 Sign Maintenance:

John Deere shall have the right to contract with third parties to perform maintenance on any illuminated Sign covered by this agreement. Such maintenance shall include periodic cleaning as well as either scheduled replacement of all lamps or on-call maintenance as is required to keep the Signs fully operational.

If John Deere does not contract with third parties to perform emergency and annual maintenance, Dealer shall promptly perform such maintenance as is required to keep the Signs fully operational. Such maintenance shall include periodic cleaning, and, as required, replacement of sign lamps in any illuminated sign.

If Dealer does not promptly perform the above maintenance and repairs, John Deere may do so and charge the Dealer's account with the cost of such work. Any charge so made shall be payable on the first of the month following billing therefore to Dealer.

4.3 Sign Repairs:

John Deere shall have the right to contract with third parties to promptly repair any malfunction of, or damage to, any Sign caused by improper installation or defects in manufacture.

Repairs will be arranged by John Deere through an assigned supplier and will be completed within a reasonable period, but John Deere shall not be liable to Dealer for any delays experienced in making such repairs. Cost for such repairs shall be debited to dealer.

Sign bases which require upkeep due to deterioration or other environmental conditions, and Sign timers which malfunction, shall be the Dealer's responsibility to replace or repair, but under John Deere guidelines. Failure of Sign illumination resulting from a short circuit or other break in the Sign cabinet wiring system not among the causes of failure noted above shall be repaired by John Deere's contracted agent, with charges debited to the Dealer.

4.4 Access to Premises:

Dealer shall afford reasonable access to Dealer's premises to enable John Deere or parties authorized by John Deere to discharge the maintenance and repair obligations of John Deere under this Agreement.

4.5 Notice of Damage:

Dealer shall immediately notify the sign supplier designated by John Deere of any malfunctions of, or damages to, any Sign subject to this Agreement.

4.6 Attachments:

Dealer agrees that no firm name, banners, signs, devices, fixtures or other materials of any kind whatsoever will be attached to or affixed to any Sign or any part of any Sign subject to this Agreement, or to any supporting structures and foundations for such Signs, and that no change shall be made in the wording of or illustrations on such signs without the written consent of John Deere.

ARTICLE 5 – RELOCATION AND CHANGES

5.1 Relocation:

Dealer cannot relocate any Sign covered by this agreement without prior approval. John Deere alone shall arrange for relocation of the sign. In the event any Sign subject to this Agreement must be relocated because of a change in Dealer's premises, or because Dealer's place of business is changed, or for any other reason, John Deere alone shall arrange for the relocation of the Sign. Dealer shall notify John Deere in writing at least 60 days in advance of the need for any such change. Dealer shall be responsible for and pay all costs incurred in connection with such relocation. If Dealer relocates any Sign subject to this Agreement on his own, without approval from John Deere, whether or not Dealer has notified John Deere in advance of the need for such relocation, Dealer shall be responsible to John Deere for any damage to the Sign or any consequential damages incurred during or resulting from such unapproved relocation. John Deere, at its option, may terminate this Agreement and remove the Sign panels at Dealer's expense, or arrange to relocate the Sign at Dealer's expense in total, or discontinue and disclaim continuing responsibility for its obligations specified in Article 4.3, or take any or all such action. John Deere reserves the right, but shall not be required, to relocate any or all Signs which are subject to this Agreement, if in the opinion of John Deere, such relocations are desirable to promote better identification of Dealer's facilities. Any relocations made at the option of John Deere shall be paid for by John Deere.

ARTICLE 6 – PERMITS AND CONSENT

6.1 Permits:

The Sign installation supplier shall arrange for or obtain all permits and licenses which are necessary for the installation and continued presence of the Signs on Dealer's premises. Dealer shall pay all permit fees and license fees imposed as well as costs incurred in obtaining such permits and licenses.

6.2 Consent:

Dealer will obtain from the owners, lessors, mortgagees, land contract vendors or other persons having an interest in the premises on which the Signs are located, their consent to this Agreement and to the installation of Signs pursuant to this Agreement. Such consent shall acknowledge the clear and unencumbered title of John Deere to Sign panels bearing John Deere's trademarks and trade names and John Deere's right to remove said panels as provided in this Agreement. Dealer agrees to notify John Deere in writing at least 30 days in advance of any impending sale, lease or mortgage of the premises on which the Signs are located so that John Deere's right of removal of Sign panels under this Agreement can be asserted in order to avoid the loss of the right to remove the panels.

ARTICLE 7 – TAXES

Dealer shall be responsible for the filing of any required tax returns and shall have the obligation to pay any and all fees and taxes, including real or personal property taxes, which may be levied on or result from the installation or presence of the Signs on Dealer's premises except for taxes imposed upon or measured by the income of John Deere or taxes on fees imposed upon John Deere for the privilege of doing business. Upon demand by John Deere, Dealer will furnish John Deere with evidence of the payment of any and all such fees and taxes.

If Dealer fails, for any reason, to pay taxes when due as provided herein, John Deere may pay said taxes and charge the cost of said taxes, or any other cost incurred by John Deere as a result of Dealer's failure to pay taxes when due, to Dealer, and Dealer agrees to pay John Deere such amount upon being billed therefor.

ARTICLE 8 – ASSIGNMENT

Dealer may not assign this Agreement without the prior written consent of John Deere. Any such attempt at assignment shall be default hereunder. John Deere reserves the right to assign this Agreement to any corporation affiliated with it without the consent of the Dealer.

ARTICLE 9 – TITLE

All Sign panels bearing John Deere trademarks or trade names shall, at all times, be the personal property of John Deere and be deemed to be personal property and shall not, by reason of attachment or connection to real estate, become or be deemed to be real estate improvements or appurtenances, but shall be considered to be trade fixtures which may be removed by John Deere upon termination of this Agreement.

ARTICLE 10 – TERMINATION

10.1 Termination of Dealer:

In the event that the Dealer's Authorized Dealer Agreement is terminated then this Agreement shall automatically terminate without notice. This Agreement shall not operate to or be construed to extend, or to imply any intention to extend, any Authorized Dealer Agreement beyond its expiration date, or in any way whatsoever affect the rights and obligations of either of the parties under such Authorized Dealer Agreement.

10.2 Termination for Default:

In the event that Dealer is in default of any provision in this Agreement for a period of 60 days and fails to cure the default after due written notice thereof, or if John Deere has a right to terminate this Agreement arising under Article 5.1, or if Dealer is in default under any Authorized Dealer Agreement or Security Agreement, then John Deere may, at its option, terminate this Agreement and be relieved of all obligations to Dealer hereunder.

10.3 Changes:

If in John Deere's sole opinion a change in the style, design or specifications of the Signs is desirable to promote better identification John Deere reserves the right to terminate this agreement upon 60 days written notice.

10.4 Removal upon Termination:

Upon the termination of this Agreement, John Deere shall have 90 days from the date of such termination to remove at its expense all Sign panels subject to this Agreement from the premises of the Dealer. In the exercise of this right, John Deere or any person designated by John Deere may enter upon the premises where Sign panels are located, either with or without process of law, and remove such Sign panels, using such means as John Deere deems suitable without being liable to indictment, prosecution or damages therefor; providing, however, that John Deere agrees that any damage caused to the premises as a result of the removal of such Sign panels shall be repaired at the expense of John Deere. John Deere shall not be required to remove any sign infrastructure.

JOHN DEERE DEALER/DISTRIBUTOR:

JOHN DEERE SHARED SERVICES, INC.

(Printed Name of Authorized John Deere Dealer/Distributor Representative)

(Printed Name of John Deere Representative)

(Signature of Authorized John Deere Dealer/Distributor Representative)

(Signature of Authorized John Deere Representative)

(Title of Authorized John Deere Dealer/ Distributor Representative)

(Title of Authorized John Deere Representative)

(Date)

(Date)

EXHIBIT A –

List of signs available for Ag & Turf and Forestry dealers:

http://www.deere.com/en_US/brandcenter/dealer/media/pdf/branduse/jd_agturf_forestry_signs.pdf

List of signs available for Construction dealers:

http://www.deere.com/en_US/brandcenter/dealer/media/pdf/branduse/jd_construction_signs.pdf

List of signs available for Power Systems dealers and distributors:

http://www.deere.com/en_US/brandcenter/dealer/media/pdf/branduse/jd_engine_signs.pdf

EXHIBIT B –**Annual Sign Fees –****Sign Cleaning and Illumination Maintenance Program –**

Includes on-call service for letter insert replacement, replacing bad lamps or ballasts. Every third year, the sign is re-lamped and cleaned. Any fees associated with repairs caused by alterations or additions to the sign by the dealer that causes unnecessary or excessive wear on the bulbs or ballasts will be the responsibility of the Dealer.

The amount of the Sign Cleaning and Illumination Maintenance Program may be adjusted upon 90 days prior to annual billing. Amount will be posted on the John Deere Dealer Sign website.

Note: All other maintenance services will be available. Costs incurred for maintenance outside of cleaning and illumination will be the dealer/distributor's responsibility.

Damage Repair –

To report maintenance problems or damage, please call 1-800-406-5733, or logon to web site:

https://secured.deere.com/en_US/brandcenter/httpscontent/signform.html

Sign Description	Type	Sign Cleaning and Illumination Maintenance Program
John Deere Two-pylon signs (All Sizes)	Illuminated	YES
John Deere Monolith sign (All Sizes)	Illuminated	YES
John Deere 7' x 7' and 8' x 8' signs (All Configurations)	Illuminated	YES
John Deere Signature signs	Illuminated	YES
John Deere 4' x 4' signs (All Configurations)	Illuminated	NO
Marine Engine and Engine Sales & Service – 31" x 73" Wall Mount	Illuminated	NO
Auxiliary Directional Signs	Non-illuminated	NO